



Homeless Management Information System (HMIS)

Policies and Procedures

CoC KS-505

Johnson County Kansas

HMIS Lead Agency

Mid-America Regional Council

Revised March 10, 2021

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1.0 Revision History

Date	Description
03/10/2021	Updated to coincide with revised Governance Charter
01/04/2018	Revised URLs and formatting
07/17/2017	Original

2.0 HMIS Documentation, Amendment Process and Revisions

This HMIS Policies and Procedures supersedes the 07/17/2017 version and becomes effective upon approval by KS-505 CoC Board and signature of parties.

3.0 HMIS Collection of Guiding Documents

This HMIS Data Quality Plan is part of a suite of documents used in managing the HMIS. For further understanding of how this Plan is incorporated into the overall collection refer to the documents identified with a checkmark.

	Document Title	Purpose
✓	HMIS Governance Charter	Charter that establishes the governance structure for the operation of the HMIS.
	HMIS Policies and Procedures	THIS DOCUMENT
✓	HMIS Data Quality Plan	Plan that facilitates the ability of each CoC to achieve statistically valid and reliable data.
✓	HMIS Security and Privacy Plan	Plan to ensure the security, confidentiality, integrity, and availability of HMIS information.
✓	Agency Partner Agreement	Formal signed agreement between the Partner Agency and the HMIS Lead Agency which spells out the key terms of the agreement relating to confidentiality, monitoring, and reporting.
	System Confidentiality and Use Agreement	Formal signed agreement for HMIS Users that identifies the terms and responsibilities of using the HMIS system.
	Client Release of Information	A Client signed release giving permission to Partner Agencies to share client data.

4.0 Overview

4.1 Purpose of HMIS

The McKinney-Vento Homeless Assistance Act, as amended by the Homeless Emergency Assistance and Rapid Transition to Housing Act of 2009 (HEARTH), requires that the U.S. Department of Housing and Urban Development (HUD) ensure operation of community-wide Homeless Management Information System (HMIS) with consistent participation by recipients and sub-recipients of applicable federal grants. HMIS has many uses:

- Collect unduplicated counts of individuals and families experiencing homelessness;
- Analyze patterns of use of assistance provided in a community;
- Measure the effectiveness of homeless assistance projects and programs; and,
- Provide information to project sponsors and applicants for needs analyses and allocation of funds.

Additionally, HMIS is essential to coordinate services, evaluate performance, ensure accountability in the use of public funds, and inform public policy. Ultimately, the HMIS serves as the foundation for all planning to prevent, reduce, and eliminate homelessness.

4.2 Purpose of Policies and Procedures

The Johnson County Continuum of Care entered into a formal agreement with the Mid-America Regional Council (MARC) to serve as the HMIS Lead Agency.

The HMIS Lead Agency role is to administer the local HMIS to ensure that it meets the needs of local agencies and the community at-large. The HMIS Lead Agency must develop written policies and procedures for all HMIS participating agencies using the system, execute participation agreements with each of these agencies and their system users, and monitor and enforce compliance by all participating agencies with the requirements set out in the participation agreement. The HMIS Lead Agency is responsible for maintaining the *HMIS Policies and Procedures* manual and all related documents, training system users, and providing technical assistance.

The HMIS software vendor selected for the CoC is CaseWorthy, Inc. The HMIS system is referred to as “CaseWorthy” in operational manuals.

4.3 Key Terms

<i>Term</i>	<i>Description</i>
<i>Agency System User</i> <i>(aka User)</i>	Individual within a participating agency who has been trained, has demonstrated competency to the satisfaction of the Agency HMIS Administrative Lead and uses the HMIS as a function of their responsibilities within the agency.
<i>Client</i>	A person who receives services at an HMIS participating agency.

<i>CoC</i>	KS-505 Continuum of Care (CoC) membership is made up of those who agree to work together to end homelessness and the risk of homelessness among Johnson County residents <i>and</i> , where applicable, to participate in KS-505 CoC’s homeless management information system and coordinated entry system.
<i>CoC Board</i>	The KS-505 CoC Board acts on behalf of the broader CoC membership. The Board governs policies and procedures and directs the CoC more broadly. Relating to HMIS, the Board is responsible for governance and oversight.
<i>CoC Planning Agency</i>	United Community Services of Johnson County, Inc (UCS) is the lead Planning Agency for the COC responsible for coordinating, convening, organizing, monitoring, and submitting financial applications on behalf of the CoC.
<i>HMIS Agency Administrative Lead Representative (aka Agency Lead)</i>	The individual within a participating agency who has been identified by that agency as the administrative lead or, direct contact person between the Participating Agency and the HMIS Lead. This individual is responsible for ensuring the training of the agency’s users, the ongoing proficiency of the Agency System Users, the prompt reporting of terminated users to the CoC’s System Administrators, the timeliness of data entry and quality of data entered, data security and any other such tasks as articulated by the CoC and/or included HMIS Policies and Procedures.
<i>HMIS Lead Agency</i>	The organization that manages, administers, and operates the overall HMIS on behalf of the CoC.
<i>HMIS User Committee</i>	A team made up of HMIS Users from the Partner Agencies with emphasis on improving the overall HMIS user experience by providing recommendations to the HMIS Lead Agency.
<i>Participating Agency (aka Partner Agency)</i>	Any organization that records, uses, or processes protected personal information (PPI) in HMIS. Also known as a Covered Homeless Organization (CHO).
<i>Personally Identifiable Information (PII)</i>	Any information about a homeless client that (1) identifies a specific individual, (2) can be manipulated so that identification is possible, or (3) can be linked with other available information to identify a specific individual.
<i>System Administrators (aka HMIS Helpdesk, HMIS Support Team, HMIS Administrative Team)</i>	Staff members of the HMIS Lead Agency. They are granted full privileges and total access to the HMIS CaseWorthy system. These individuals manage day-to-day operations and support of the HMIS. Additionally, they work with HUD, other funds and CaseWorthy in overall management and implementation of requirements, features and functionality. Along with managing the HMIS system and supporting website they are also responsible for training.

4.4 Data Ownership

The participating agency retains rights over all information it enters into the HMIS. Furthermore, the participating agency:

- has the right to use and modify information entered into the HMIS.

- If a participating agency decides to terminate its use of the HMIS, the client data will be maintained in the HMIS as outlined in Section 4.6 *Participation Termination*.
- will secure authorization from the client before entering the personal data into the HMIS, and allow for sharing of the information with other agencies using the HMIS.
- If a participating agency downloads client data into another electronic system or prints the information in hard copy, the agency will ensure the privacy and security of the client data consistent with the *Security and Privacy Plan*.

4.5 Participation

All agencies which receive funding from the United States Housing and Urban Development Department (HUD) are mandated to participate in HMIS by contract. For other agencies, participation is voluntary and strongly encouraged by the local CoC.

Having more service providers in the HMIS creates the potential for:

- More effectively coordinating client services through case management and referral information sharing;
- More accurate tracking of client returns to the homelessness prevention and assistance system;
- More accurate counts of homeless persons and system resources, which could be used to understand the gaps in the service system;
- Better information about community-wide needs, which can help guide advocacy efforts, policymaking, and funding allocations; and
- Better information about system outcomes, which can be used to guide service targeting and performance improvement efforts.

For these reasons, the HMIS Lead Agency will actively work to recruit service providers to participate in the HMIS.

4.6 HMIS Documentation Amendment Process

Policies

- The HMIS Lead Agency and CoC Board will guide the amendment of *HMIS Policies and Procedures* and other related documentation.

Procedures

1. Proposed changes may originate from any participant in HMIS, including clients.
2. When proposed changes originate within a participating agency, they must be reviewed by the HMIS Project Manager.
3. The HMIS Manager will maintain a list of proposed changes.
4. The list of proposed changes will be discussed by the CoC Board at a regularly scheduled meeting. The committee will take action it deems appropriate on whether or not to make changes to the *HMIS Policies and Procedures*.
5. Once changes are approved by the CoC Board, they will be shared with the CoC for their review and acceptance.

6. Changes will be sent to all HMIS participating agencies.
7. Each of the participating agencies shall acknowledge receipt and acceptance of the revised *HMIS Policies and Procedures* (or other documents) within 10 working days of delivery of the amended document by notification in writing or email to the HMIS Project Manager. The agency shall also ensure the circulation and compliance of the revised policies and procedures within their agency to staff and volunteers using the HMIS System.
8. Trainings on changes to HMIS documentation will be scheduled as needed.

5.0 Stakeholder Responsibilities

Stakeholder responsibilities are summarized addressed within the *KS-505 HMIS Governance Charter* (see appendices for url to full charter.)

The Governance Charter establishes the governance structure for the operation of the HMIS in a manner that supports the Johnson County CoC; its primary purpose is to articulate the CoC’s decision making process for its HMIS.

In addition, the following list further identifies by role, specific duties, tasks, responsibilities for HMIS Stakeholders.

HMIS Lead Agency

MARC will assign sufficient staffing (and/or contractors) to provide HMIS support services to participating agencies.

HMIS Lead Agency Staffing

<i>Management and Operations</i>
Oversee the collection, analysis, and presentation of HMIS data for reporting to federal, state, and local governments, and other appropriate parties.
Oversee the overall administration of the HMIS software.
Oversee HMIS help desk and designate staff responsible to manage, coordinate and support its operation.
analyze and solve issues with current and planned systems as they relate to the information and management of client data.
analyze reports of data duplicates or other errors to provide ongoing appropriate interdepartmental communication and monthly or daily data reports.
develop custom reports in the HMIS.
Work with agencies on proper project Setup in HMIS and tailor programs to meet their needs.
<i>Budget, Financial</i>
Oversee HUD HMIS grant application and reporting process.
<i>Privacy, Security and Disaster Recovery</i>
Serve as the HMIS Security Officer.

<i>Planning</i>
Maintain documents and ensure compliance with HUD HMIS Data and Technical Standards and HMIS Policies and Procedures.
Serve as point of contact on HMIS Data Standards compliance, staying abreast of any changes.
Serve as point of contact on HMIS System upgrades and maintenance releases from Caseworthy support agencies and the CoC to define work flows as new policies are implemented, including coordinated entry.
<i>Governance & Oversight</i>
maintain contact with HMIS software vendor to ensure optimal performance.
<i>Monitoring and Compliance (other)</i>
Work with participating agencies to maintain accurate Housing Inventory Count within HMIS.
Assist participation agencies with performance evaluation activities.

Partner Agency’s Executive Director/Program Director/Designee

Sign the Agency Participation Agreement and submit it to the HMIS Manager.
Ensure agency compliance with the terms and conditions of the Agency Participation Agreement and HMIS Policies and Procedures.
Ensure personnel with access to the HMIS comply with the terms and conditions of the System Confidentiality and Use Agreement.

HMIS Agency Administrative Lead Representative (Agency Lead)

Ensure compliance with HMIS data collection, data entry and reporting requirements as outlined the <i>HMIS Policies and Procedures</i> .
Serve as primary point-of-contact for communication between the agency and HMIS Lead on HMIS operations.
Provide support on resolution of any data quality and reporting issues.
Identify agency personnel to access the system and receive HMIS training.
Request assign new user setups.
Notify the HMIS help desk within 48 hours of relevant personnel changes to ensure system user accounts are deactivated.

Agency HMIS User (User)

Sign the <i>System Confidentiality and User Agreement</i> .
Submit a copy to the HMIS Security Officer
Deliver the original to the agency HMIS Representative for record keeping.
Complete HMIS training and meet training objectives.
Comply with all HMIS agreements, policies, and procedures.
Report suspected violations of client privacy and data security policies to the agency HMIS Security Officer.
Provide feedback to the HMIS Lead Agency on their satisfaction in use of the system.

6.0 Operational Policies and Procedures

6.1 Hardware, Software, and Network Requirements

Policy

The Partner Agency is responsible for meeting the minimum hardware, software, and network requirements to access the HMIS, and for providing the necessary maintenance for continued participation.

CaseWorthy is a web-based application that can be accessed from any desktop computer (PC or Mac). CaseWorthy does work on some mobile devices. Participating agencies are encouraged to keep systems updated for optimal functionality.

6.2 Agency System User (User)

Policies

- The Partner Agency is responsible for identifying personnel for system training and access.
- Partner Agencies will define the roles for system users within their organization based on the work they do.
- The Partner Agency will request new user setup via guidelines available from the HMIS website: <http://www.kcmetrohmis.org/NewUsers.htm>
- The Partner Agency will notify the HMIS Lead Agency of any need to change “roles”.
- The Partner Agency will notify the HMIS Lead Agency to deactivate non-active users.
- The Partner Agency will notify the HMIS Lead Agency to deactivate system users within 48 hours of termination of their service with the agency.

Procedures (To Designate a New System User):

1. The participating agency’s designated HMIS Representative may set up a new user at any time. If help is needed, a participating agency could make a request to the HMIS help desk to set up a new user, specifying the new user’s name, email address, role, and a description of HMIS-related job functions.
2. The new system user will complete the *System Confidentiality and Use Agreement*.
3. The participating agency will inform the HMIS help desk if training is needed, and the HMIS help desk will coordinate new user training.

Procedures (To Change User Role)

1. The participating agency’s HMIS Representative will change the user’s role and send a confirmation email to the user and copy the HMIS help desk.

Procedures (To Deactivate a System User):

1. The participating agency’s HMIS Representative will deactivate users when necessary and inform the HMIS help desk.

6.3 Data Collection

Policies

- The participating agency is responsible for understanding its HMIS compliance requirements as may be defined by various federal grant programs and funders, and fulfilling any contractual obligations, including but not limited to compliance reports.
- The participating agency is responsible for communicating these requirements to the HMIS Lead Agency to ensure the system is properly configured to collect required data.
- The participating agency is required to collect and enter information into the HMIS as defined in the federal HMIS Data Standards Manual, specifically the Universal Data Elements (UDEs) and the Program Specific Data Elements (PDEs.)
- The HMIS Lead Agency will provide training and technical assistance on UDEs.

6.4 Data Transfer

Policies

- The participating agency is permitted to export a copy of their client data from HMIS to another system.
- The participating agency is responsible for adhering to federal, state, and local privacy laws within their databases, if it transfers any client data outside of HMIS.

Procedures

- The participating agency can request training from the HMIS Lead regarding the downloading of client data by submitting a request to the HMIS help desk.
- The HMIS help desk will coordinate this training with the agencies.

6.5 Training

Policies

- All new users are required to complete HMIS system use and security awareness training before being allowed access to the system.
- All active users are required to complete annual training on security awareness.
- All active users are required to participate in training on any updates to the system, policies, or procedures, as needed.
- All users are required to sign the *System Confidentiality and User Agreement*, acknowledging receipt of a copy of the *Privacy Notice*, and pledging to comply with the privacy notice and additional terms and conditions for HMIS access.

Procedures

1. Only authorized agency personnel may request new user training.
2. Optional and required trainings will be announced via email.

6.6 Technical Assistance

Policies

- The participating agency may request HMIS technical assistance from the HMIS Lead Agency.
- Technical assistance will be focused on the implementation and operation of HMIS for those authorized uses as defined in these *HMIS Policies and Procedures*.

Procedure

Requests for technical assistance can be submitted, Monday through Friday, 8:00am to 5:00pm, or through the online support ticket.

6.7 Participation Termination

Policies

In the event of termination of the HMIS Partnership Agreement, all data entered into the HMIS will remain an active part of the HMIS and the records will retain their original security settings.

Procedures

- HUD-funded agencies in KS-505 are required to participate in the HMIS or a comparable database as a condition of their funding. For those that decide to terminate their contract with the Mid-America Regional Council for the HMIS, this will be addressed in the context of the larger Agency Grant Agreement by MARC. For those participating agencies that are non-HUD-funded, the person signing the initiating HMIS Partnership Agreement will notify MARC with a date of termination in writing. In all cases of termination of the HMIS Partnership Agreement, the System Administrator will deactivate all users from the agency on the date of termination stated by the agency. All client-level data entered into the HMIS will remain an active part of the HMIS and the records will retain their original security settings.
- MARC will terminate the HMIS Partnership Agreement for noncompliance with the terms of the agreement if the participating agency does not abide by the required privacy and security policies and procedures.
- HUD-funded agencies that work with the homeless are required to participate in the HMIS. For those that are terminated, MARC will notify the person that signed the initiating HMIS Partnership Agreement or that person's successor, with a date of termination in writing. MARC will give thirty (30) days written notice to the agency, regardless of funding source, to the attention of the person who initiated the agreement or their successor. MARC requires any HMIS violations to be rectified before the HMIS Partnership Agreement termination is final. MARC may also terminate the HMIS Partnership Agreement without cause upon thirty (30) days written notice to the participating agency.
- In all cases of termination of the *HMIS Partnership Agreement*, MARC will notify the System Administrator to make inactive all users from the agency on the date of termination. All client-level data entered into the HMIS will remain an active part of the HMIS, and the records will retain their original security settings.

- In the event that MARC is no longer the administrator of the HMIS, The CoC will select a new HMIS Lead Agency and transfer the custodianship of the data within the HMIS to another organization for continuing administration. In such event, participating agencies will be informed in a timely manner.

6.8 Adding or Changing Programs or Projects in HMIS

Policies

Only HMIS Lead Agency Staff can setup (or revise) projects in HMIS.

Procedure

- At least thirty (30) days prior to anticipated implementation date, participating HMIS Agency Leads will complete a new program request form from the HMIS website and submit to the HMIS Helpdesk.
- The Executive Director or his/her designee will notify MARC of any applicable programmatic changes to existing programs which may have an effect on data collection, data entry, data quality or data reporting at least forty-five (45) business days prior to the implementation date of the change. Recommendations and timelines for the changes will be returned to the participating agency no more than ten (10) business days from receipt date of request. The System Administrator will complete changes at least seven (7) business days prior to the implementation date for final approval from the participating agency.

7.0 Additional Customization Policy

Policies

The participating agency will be solely responsible for additional database customization costs. This includes the voluntary transfer of existing grant client-level data and custom build reports beyond that of the System Administrator's scope of work.

Procedures

- The Agency Lead or Executive Director will notify the HMIS Lead Agency of any applicable programmatic customization which may have an effect on data collection, data entry, data quality, or data reporting at least forty (40) business days prior to the implementation date of the change. Proposed customization and/or changes must be submitted in writing.
- If support from CaseWorthy is necessary to make the changes, The System Administrator will communicate to CaseWorthy the needs and scope of work for the participating agency. Recommendations and timelines for the changes will be returned to the participating agency, including a Statement of Work from CaseWorthy, if applicable. The System Administrator will complete changes and seek review and final approval from the Partner Agency. If a participating agency voluntarily transfers an existing grant to another agency, MARC will not pay for client-level data to be transferred. The agency requesting the transfer will be liable for additional CaseWorthy fees.

8.0 Security Policies

Security policies are addressed within the *HMIS Security and Privacy Plan* (a separate document) which can be found at: http://kcmetrohmis.org/policies_agreements.htm

These security policies are directed to ensure the confidentiality, integrity, and availability of all HMIS information; protect against any reasonably anticipated threats or hazards to security; and ensure compliance by end users.

Refer to the full *HMIS Security and Privacy Plan* for all of the security policies and procedures.

9.0 Privacy Policies

Privacy Policies are addressed within the *HMIS Security and Privacy Plan* (a separate document) which can be found at: http://kcmetrohmis.org/policies_agreements.htm

The privacy policies are meant to establish limitations on the collection, purpose, and use of data. It defines allowable uses and disclosures, including standards for openness, access, correction, and accountability.

Refer to the full *HMIS Security and Privacy Plan* for all of the privacy policies and procedures.

10.0 Quality Assurance Policies

The HMIS Lead Agency develops and manages the HMIS Data Quality Plan to assist participating agencies in maintaining and monitoring data quality.

The full *HMIS Data Quality Plan* (a separate document) can be found at:

http://kcmetrohmis.org/policies_agreements.htm

The purpose of quality assurance policies is to ensure reliable and useable data, establish expectations for participating agencies, and define quality standards.

To provide clarity to this document the following key items are repeated here. The Plan:

- Define benchmarks and establish policies and procedures to monitor for compliance, including an enforcement mechanism for non-compliance.
- Require the participating agency to adhere to policies and procedures that ensure data meets key standards:

<i>Timeliness</i>	Entering data in a timely manner can reduce human error that occurs when too much time has elapsed between the data collection, or service transaction, and the data entry.
<i>Completeness</i>	Missing or incomplete data can negatively affect the ability to provide comprehensive care to clients.
<i>Accuracy</i>	Accurate collection and entry of data into the HMIS ensures that the data is the best possible representation of reality as it relates to homeless persons and the programs that provide homeless housing and services.
<i>Consistency</i>	Consistency ensures that data is understood, collected, and entered in the same manner across all programs in the HMIS.

Refer to the *full HMIS Data Quality Plan* for a comprehensive understanding of HMIS data quality standards and benchmarks.

11.0 Term of Agreement

The term of this Agreement is for three (3) years, and may be renewed on an annual basis by mutual consent of both parties. The HMIS Governing Board will review and renew its license agreement with CaseWorthy, and notify participating agencies of all renewals.

Miscellaneous

1. This Agreement may only be modified by a written amendment signed by both parties.
2. Neither MARC nor the Partner Agency shall transfer or assign any rights or obligations without the written consent of the other party.
3. This Agreement shall be interpreted and enforced in accordance with the laws of the State of Kansas.

12.0 APPENDICES

<i>Document</i>	<i>URL</i>
HMIS Governance Charter	http://kcmetrohmis.org/HMISgovernance.htm
HMIS Data Quality Plan	
HMIS Security and Privacy Plan	
Agency Partner Agreement	
System Confidentiality and Use Agreement	
Client Release of Information	
	http://kcmetrohmis.org/policies_agreements.htm